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Certificate No.	:	**IN-KA433800486515500**
Certificate Issued Date	:	25-Nov-2016 11:58 AM
Account Reference	:	NONACC (FI)/ kaksfcl08/ NAGASANDRA/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSFCL08364084698476460
Purchased by	:	Ms CHETHEN ELECTRICALS
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Ms CHETHEN ELECTRICALS
Second Party	:	EXECUTIVE ENGINEER ELE BBMP
Stamp Duty Paid By	:	Ms CHETHEN ELECTRICALS
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

For SRR Multipurpose Souharda Co-operative Ltd

Authorised Signatory

Please write or type below this line

BRUHATH BANGALORE MAHANAGARA PALIKE

Est cost Rs : 4,99,962.96/ - **Agreement No.** 14/16-17

30.11.2016

This agreement is made and executed on this 30th day of November 2016 at Bangalore, between Bruhath Bangalore Mahanagara Palike, , Bangalore, represented by the Executive Engineer (Dasarahalli), Dasrahalli division, hereinafter called and reffered to as BBMP on ONE PART, and M/s. Chethan Electricals, Chikkanna G #185, Mysore Lamp Layout Bangalore -560073, hereinafter called and referred as CONTRACTOR on the other part.

For CHETHAN ELECTRICALS

Proprietor

EE(E) DZ

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

WHEREAS, the Executive Engineer (Elec.,) Dasarahalli Division, BBMP has invited Tenders from eligible registered contractor of appropriate class III and above for "Maintenance to electrical installations to BBMP buildings coming under Dasarahalli zone" coming under Dasarahalli Zone vide tender notification No. EE/ELE/DZ/TN/GN/01/16-17 apart from the other agencies, M/s. Chethan Electricals, have also quoted competitive rates for Maintenance to electrical installations to BBMP buildings coming under Dasarahalli zone". M/s . Chethan Electricals, have agreed to take up the maintenance of street lights the same has been approved by the Chief Engineer (Dasarahalli), BBMP.

WHEREAS, the response to the said notification One (01) tenders were received from the contractors the lowest valid successful Tenderer M/s. . M/s. Chethan Electricals, remitted Rs.12,500/- (Rupees Twelve Thousend Five Hundredonly) through NEFT as EMD offering to execute the said work at -9.88 % Below the sanctioned estimate rates and M/s. . M/s. Chethan Electricals, submitted the Difference Cost amount of Rs. 50,000/- through FDR/DD/Pay order vide No.SBJ113868, Syndicate Bank, Dated: 23/11/2016 Bangalore and Security Deposit of 5% will be deducted in the work bill at the time of bill submission **NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:**

SCOPE: The scope of this contract shall be limited to the Maintenance of Building lights fittings ,installations ,AC's which includes need based replacement of lamps and serviceable like Ballast, Choke, Condensers, LEDs, Drivers, Tubes etc.,AC's as applicable to keep lights in working order.

CONDITIONS OF THE CONTRACT:

1. Maintenance contract period will be for 01 year (One year) from the date of work order
2. The Contractor will be held responsible for missing luminaries (street light fittings) and switches coming under respective packages on account to theft, Vandalism etc.
3. The Contractor shall submit daily replacement report and monthly consolidated reports regularly to the office of the Executive Engineer (Elec.,) Dasarahalli Division, BBMP.
4. The Contractor shall maintain complaint register in the respective package office in the proforma furnished by the Executive Engineer (Elec.,) Dasarahalli Division ,for the purpose of recording complaints received from the public either in writing or through telephone .
5. The Contractor shall be responsible for the regular daily inspection of all areas coming under each package and they are responsible for proper maintenance every day and submit daily inspection report to Executive Engineer (Elec.,) Dasarahalli division.
6. The contractor responsible for maintenance of lights throughout the year including General holidays.

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For CHETHAN
Proprietor

7. The contractor shall adhere to I.E.R.C. Acts and rules and also BESCOM regulations while Carrying out lights maintenance work.

8. The Standard uniform fixed by the BBMP, along with the ID card shall be worn by the staff while carrying out the maintenance work. If any change in staff, contractor should inform in writing to Dasarahalli Division, BBMP office.

9. Any breach of Contract during the period of contract will result in termination of the contract and forfeiture of the EMD, Difference Cost and Security Deposit.

10. For any disputes arising out of this contract, decision of commissioner, Bangalore Mahanagara Palike is final.

11. Dispute by reference to arbitration will not be entertained and will be summarily rejected.

12. The Contractor shall adhere to the minimum wages for staff engaged by them to carrying out the maintenance work and month wise attendance Register should be submitted to the above said office.

13. Any disputes between the staff, employed by The Contractor shall be amicably settled as per the prevailing Labor law, The BBMP will not intervene/solve the dispute However, if maintenance is effected for reason of such dispute, the BBMP reserves the right to terminate the contract and forfeit the EMD, Difference Cost and Security deposit besides claiming damages actually suffered.

13. Oral statements made by The Contractor at any time regarding the quality, quantity or any other matter will not be considered.

14 **PENALTY CLAUSE:**

a) FORCE MAJEURE: Conditions which reads under:

The contractor shall be under no liability if prevented from carrying out any of the Obligations by reason of war, invasion act of foreign enemy, hostilities (Whether war be Declared or not) riots, civil commotion.

15. The contractor shall follow the rules laid down by electrical inspectorate, commissioner for Labour, The BBMP will not be responsible for any dispute arising thereon.

16. The contractor alone shall be responsible for any unforeseen incidents, mishaps, accident to the employee's appointed/engaged and general public during the period of contract and they shall be covered by adequate compensation through insurance cover. BBMP is not responsible for any Electrical accident/mishap/neglegence of work occurred during contract period.

17. The Tendering firm shall guarantee for quality, efficiency and performance standards of the electrical materials used during the maintenance contract.

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18. The Contractor shall be responsible for and shall pay compensation to his workmen payable under the work Men Compensation Act 1923 for Injuries of any (God forbid) caused to the workmen or vehicles or other Property during the Execution of the work and also the liability that may arise under the common law.

19. Special attention during windy season/rainy season should be given to rectify defective lights or loose contacts in wiring, luminaries, etc.

20. The Contractor should submit a bill in first week of month to the Executive Engineer (Elec.,) Dasarahalli division with Daily/monthly replacement details.

21. The streetlights which are out of order shall have to be repaired within 24 hrs by repairing/ replacing of parts/sets which have gone out of order. In case of any electric shock/emergency/theft of power/theft of any materials etc the contractor should attend immediately and inform the concern officer. The contractor should lodge police complaint for the same as directed by engineer in charge.

23. The Contractor shall responsible for safe disposal of released lamps without causing any hazard to the public and Environment.

The detailed Annexure and the **TERMS AND CONDITIONS** mentioned in the tender document shall form part and parcel of this Agreement.

In WITNESS WHERE OF, the parties have signed this Agreement in the presence of the following witnesses on the day, month and year above written.

WITNESS:

1. BSK2E/Electrical

for M/s. Chethan Electricals Electricals

For CHETHAN ELECTRICALS

Proprietor

Proprietor

2.

EXECUTIVE ENGINEER (Elec.,)
Dasarahalli Zone
Bruhath Bangalore Mahanagara Palike